

CONTRACT
BY AND BETWEEN THE
CITY OF LAKEWOOD, OHIO
AND

Joseph N. Schaller, PE LLC

Professional Services Contract
Private Property Development Inspection Services

THIS CONTRACT made as of this 17th day of July, 2018 by and between the City of Lakewood, Ohio, a municipal corporation organized and existing pursuant to the Amended Charter and Ordinances of the City of Lakewood (hereinafter referred to as "City"), by authority of Ordinance No. 49-17 adopted and approved by the Lakewood City Council on December 18, 2018 and December 20, 2018 respectfully (a copy of which are attached hereto and made a part hereof as Exhibit "A"), and authorized by the Board of Control on July 16, 2018 (a copy of the authorization is attached hereto as Exhibit "B") and Joseph N. Schaller, PE, LLC (hereinafter referred to as "JNS")

WHEREAS, the City is seeking consulting services for the implementation of the Professional Services Contract – Private Property Development Inspection Services, and;

WHEREAS, JNS pursuant to the City's request for proposal and the submittal and presentation in response thereto, has been determined to be qualified, competent and the best candidate to provide the required outside professional services;

NOW, THEREFORE, it is agreed that the City shall and does hereby employ JNS to perform the work as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. SCOPE OF SERVICES AND GENERAL CONDITIONS

JNS does hereby promise and agree to implement the Professional Services Contract – Private Property Development Inspection Services, as described in JNS's Request for Qualifications Bid 16-013 dated October 27, 2016 (electronic copy on file in the Division of Engineering).

In performing the professional services described in this Contract, JNS will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

Section 2. REPRESENTATIVES

A. JNS shall designate and authorize Joseph N. Schaller, PE, as agent for all purposes under this contract, and said agent shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of JNS's participation in the project.

B. For purposes of this contract, the agent for the City and liaison officer with respect to the matters contained herein shall be the Mark K. Papke, PE, CPESC, City Engineer, or such other person designated by the Mayor of the City.

Section 3. COMPENSATION

For performing the services referenced in Section 1 above, the City will pay and JNS will accept an amount not to exceed Fifty Thousand Dollars and no/xx (\$50,000.00) for the contract term September 1, 2018 to August 31, 2019. This amount shall include all direct costs, indirect costs, other direct costs, and profit. Said cost may not be exceeded without prior written authorization by the City.

Vehicle mileage incurred by consultant employees, while performing work for City projects, will be reimbursed at the U.S. General Services Administration rate that corresponds to the actual date of travel. Mileage reimbursements will not be permitted for any travel outside the Lakewood city limits unless otherwise specifically authorized in writing.

Except as may otherwise be stipulated in a separate written agreement between the City and JNS, invoices shall be submitted no more frequently than monthly and all payments for the foregoing compensation shall be made no more frequently than thirty (30) days from date of approved invoice, and only upon sufficient invoice, detailing professional time, rates and direct and indirect costs in accordance with the City's ordinary purchase order and accounts payable system, and subject to a retainage of five (5) percent, to be held by the City until ninety (90) days after completion of all services.

Section 4. CONTRACT TERMINATION

In the event the City or JNS desires to terminate this Scope of Service Agreement, it may be terminated upon a thirty (30) day written notice by the party so desiring to terminate to the other party. JNS shall be paid for work completed and services performed up to the time of notice and in the event it is allowed to complete commenced projects shall be compensated at the rate provided for this Scope of Service.

Section 5. INSURANCE

A. **MINIMUM REQUIREMENTS:** JNS and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by JNS, his agents, representatives, employees or subcontractors as described in the Insurance Requirements Checklist (attached hereto and incorporated herein as Exhibit E).

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Lakewood in no way warrants that the minimum limits contained herein are sufficient to protect JNS from liabilities that might arise out of

the performance of the work under this contract by the JNS, its agents, representatives, employees or subcontractors, and JNS is free to purchase additional insurance.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by JNS, even if those limits of liability are in excess of those required by this Contract.
2. JNS's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the JNS shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after sixty (60) days prior written notice has been given to the City of Lakewood. Such notice shall be sent directly to **(City of Lakewood, Joseph J. Beno, Director of Public Works, 12650 Detroit Avenue, Lakewood, Ohio 44107)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the City of Lakewood with an "A.M. Best" rating of not less than A-VII. The City of Lakewood in no way warrants that the above-required minimum insurer rating is sufficient to protect JNS from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** JNS shall furnish the City of Lakewood with certificates of insurance (ACORD form or equivalent approved by the City of Lakewood) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the City of Lakewood before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(City of Lakewood, Kim E. Smith, Purchasing Manager, Department of Finance, 12650 Detroit Avenue, Lakewood, Ohio 44107)**. The City of Lakewood project/contract number and project description shall be noted on the certificate of insurance. The City of Lakewood reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** JNSs' certificate(s) shall include all subcontractors as insureds under its policies **or** JNS shall furnish to the City of Lakewood separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event JNS or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If JNS or sub-contractor(s) is/are a City of Lakewood agency, board, commission, none of the above shall apply.

Section 6. INDEPENDENT CONTRACTOR

JNS shall be and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by JNS on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said JNS agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefor.

Section 7. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS

JNS agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, with the City's Equal Employment Opportunity Policy, Guidelines and Procedures and with all other applicable Federal, State and local laws.

Section 8. INDEMNIFICATION

JNS shall indemnify, defend, save and hold harmless the City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "Indemnitee")

from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, negligent or willful acts or omissions of JNS or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of JNS to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that JNS will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of the award of this contract, JNS agrees to waive all rights of subrogation against the City of Lakewood, its officers, officials, agents and employees for losses arising from the work performed by the JNS for the City of Lakewood.

Section 9. SUBCONTRACTORS

Since this contract is made pursuant to the proposal submitted by JNS and in reliance upon JNS's qualifications and responsibility, JNS shall not sublet nor shall any subcontractor commence performance of any part of the services except as specifically included in this contract without prior written consent of the City. In making the application for subletting any portion of the services, JNS shall state in writing the portion of the services which each subcontractor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve JNS of any of its obligations under this contract. All subcontractors for services covered by this contract must conform to the requirements of this contract.

Section 10. ASSIGNMENT OF CONTRACT

The City and JNS bind themselves and their successors, administrators and assigns to the other party of this contract and to the successors, administrators and assigns of the other party of this contract,

in respect to all covenants of this contract. Except as stated above, neither the City nor JNS shall assign, sublet or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 11. INTERPRETATION OF TERMS

All terms and words used in this contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. JNS agrees that no presentations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the case of any conflict between the JNS Scope of Services (Exhibit C) and the City's Request for Proposal (verbal), the provisions of the city's request shall govern, except as may be specifically modified herein. The headlines of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This contract may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Section 12. CONSTRUCTION MEANS AND METHODS

JNS shall not be responsible for the means, methods or scheduling of construction or for construction safety. If the scope of services for JNS does not include administration of the construction contract, JNS shall not be liable or responsible for those field problems that JNS could have observed had it administered to the construction contract.

Section 13. SITE ACCESS

The City will arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.

Section 14. THIRD-PARTY BENEFICIARIES

This Contract is intended solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon, give or create in any person or entity other than the parties hereto any right, duty, benefit, interest, remedy, standard of care or cause of action.

Section 15. EXHIBITS

It is mutually understood and agreed that all exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this contract and the terms of JNS Scope of Services, the terms of this contract shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this contract:

- a. Exhibit A: Ordinance No. 49-17
- b. Exhibit B: Board of Control authorization, Dated July 16, 2018
- c. Exhibit C: Insurance Requirements Check List

EXHIBIT A

ORDINANCE NO. 49-17

BY: Anderson, Bullock, Litten, Marx, Nowlin,
O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the **Wastewater System and Treatment Improvement Program** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

Wastewater System and Treatment Improvement Program

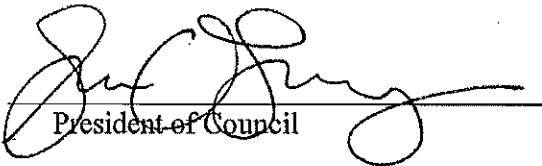
\$11,500,000

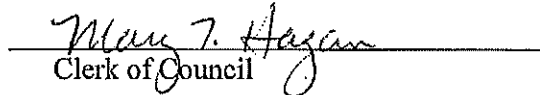
Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: December 18, 2017


President of Council


Clerk of Council

Approved: December 20, 2017


Mayor

EXHIBIT B



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-185

July 16, 2018

Board of Control
City of Lakewood, Ohio 44107

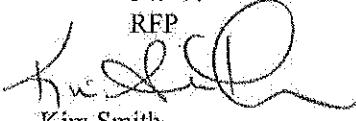
Subject: Renew Contract – Professional Services Contract – Re: Private Property Development Inspection Services

Dear Members of the Committee:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to renew a Professional Service Contract with Mr. Joseph N. Schaller, PE, LLC in an amount not to exceed \$60,000 to perform Inspection Services for Private Property Development and Dominion East Ohio Gas through August 31, 2019 to assure plan and Ohio EPA NPDES permitting compliance. This contract value is to extend current contract by \$10,000 through August 31, 2018 and identify \$50,000 for the next contract term.

Mr. Joseph N. Schaller, PE, LLC was chosen to perform these Professional Services due to his previous performance on the projects and history with Michael Benza & Associates, Inc. and previous work on the projects.

Contracting Authority:	Ordinance 49-17 \$11,000,000
Contracting Balance:	\$5,760,099 / \$5,700,099
Funding:	General Fund
Account Distribution:	101-2070-462-30-15 \$14,000
Account Balance:	(\$12,905) / (\$72,905)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Account Description:	Prof Svs / Stormwater Review/Inspection
Commodity Code:	349-000
Bid Reference:	RFP


Kim Smith
Purchasing Manager

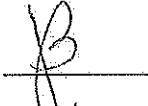
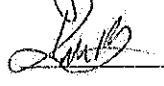
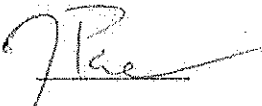
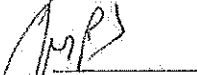
	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works		_____	7/16/18
Kevin M. Butler, Director of Law		_____	7/16/18
Jennifer Pac, Director of Finance		_____	7/16/18
Michael P. Summers, Mayor		_____	7-16-18

EXHIBIT C

Exhibit C

INSURANCE REQUIREMENTS CHECKLIST Inspection

Items marked "X" must be provided.

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

<u> X </u> GENERAL LIABILITY (The following coverage must be included)	\$ <u>1,000,000</u> Per Occurrence
Premises-Operations	\$ <u>2,000,000</u> General Aggregate
Independent Contractors/Subs	Collapse (C)
Broad Form Contractual	Underground (U)
Broad Form Property Damage	Personal Injury
Explosion (X)	Products-Completed Operations
	Fire Legal Liability
	Employer's liability (Ohio Stop Gap)
<u> X </u> UMBRELLA LIABILITY Extending over all Liability Programs	\$ <u>5,000,000</u>
<u> X </u> AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership	\$ <u>1,000,000</u> Per Occurrence
<u> X </u> WORKERS' COMPENSATION <u> X </u> Workers' Compensation coverage in compliance with the Statutory laws of the State of Ohio	
<u> X </u> PROFESSIONAL LIABILITY	\$ <u>1,000,000</u>
<u> </u> BUILDER'S RISK	<u> </u> 100% Completed Value
<u> </u> INSTALLATION FLOATER	<u> </u> 100% Installed Replacement Value
<u> </u> FLOOD INSURANCE	<u> </u> 100% Completed Value or Maximum of Flood Program
<u> </u> ENVIRONMENTAL IMPAIRMENT LIABILITY	\$ <u> </u>
<u> </u> EMPLOYMENT PRACTICES LIABILITY	\$ <u> </u>

The certificate of insurance must show the "City of Lakewood" as a named additional insured & give sixty (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

Statement of Bidder and Insurance Agent

We understand the requirements requested and agree to fully comply.

Bidder

Insurance Agency

Authorized Signature

Authorized Signature

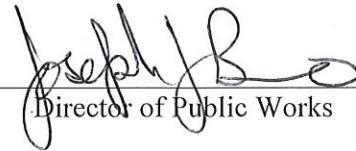
IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be executed and to become effective on the day and year first above written.

Witness:

CITY OF LAKEWOOD, OHIO


As to City of Lakewood

BY: _____

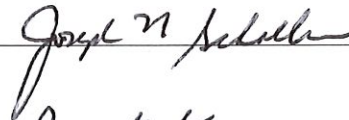

Director of Public Works

Witness:

JOSEPH N. SCHALLER, PE, LLC


As to Consultant

BY: _____

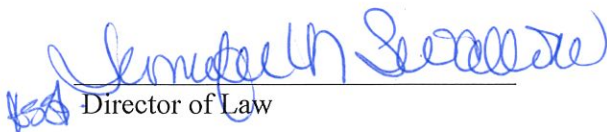


TITLE: _____


President

Approved as to form:

Funds are available:


Director of Law


Director of Finance



Travelers 1st ChoiceSM

**DESIGN PROFESSIONALS LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. 106526655

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	NAMED INSURED: JOSEPH N SCHALLER PE LLC Principal Address: 1186 WATERBURY DR MEDINA, OH 44256
ITEM 2	POLICY PERIOD: Inception Date: June 1, 2018 Expiration Date: June 1, 2019 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: PLclaims@travelers.com FAX: 888-460-6622 Professional Liability Claims Manager Travelers Bond & Specialty Insurance 385 Washington Street, MC 9275-NB03F St. Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Design Professionals Liability Coverage

ITEM 5	<p>PROFESSIONAL LIABILITY COVERAGE LIMITS</p> <p>Professional Services and Network and Information Security Offenses Coverage Limits: \$1,000,000 for each Claim; not to exceed \$1,000,000 for all Claims</p> <p>Deductible: \$0 each Claim N/A all Claims</p> <p>Retroactive Date: N/A</p> <p>Knowledge Date: June 1, 2016</p>										
ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$25,000 for each Disciplinary or Regulatory Proceeding \$50,000 for all Disciplinary or Regulatory Proceedings</p>										
ITEM 7	<p>PREMIUM FOR THE POLICY PERIOD: \$2,317.00 Policy Premium</p>										
ITEM 8	<p>OPTIONAL EXTENDED REPORTING PERIODS:</p> <table> <tr> <td>Additional Premium Percentage:</td><td>Additional Months:</td></tr> <tr> <td>125%</td><td>12</td></tr> <tr> <td>185%</td><td>24</td></tr> <tr> <td>200%</td><td>36</td></tr> <tr> <td>240%</td><td>60</td></tr> </table>	Additional Premium Percentage:	Additional Months:	125%	12	185%	24	200%	36	240%	60
Additional Premium Percentage:	Additional Months:										
125%	12										
185%	24										
200%	36										
240%	60										

ITEM 9	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p>DPL-1001-1108; DPL-2019-1108; DPL-2019-0418; PTC-1001-1108; PTC-19006-0315; PTC-19007-0418; PTC-3035-1214</p>
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The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.


Executive Vice President


Corporate Secretary



SCHEDULE OF INSURANCE

JOSEPH N SCHALLER PE LLC
1186 Waterbury Drive
Medina, OH

WESTFIELD GENERAL LIABILITY POLICY **06/01/2018 – 06/01/2019**

LIMITS

General Aggregate (other than prods/completed ops)	\$4,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Damage to Premises Rented To You	\$500,000
Medical Payments	\$5,000

Subject To Audit – Premium Basis – Payroll @ \$60,000

Hired & Non-Owned Auto Liability \$1,000,000

TRAVELERS DESIGN PROFESSIONAL LIABILITY POLICY **06/01/2018 – 06/01/2019**

LIMITS

Professional Services & Network Information	
Security Offenses Coverage Limits-Each Claim	\$1,000,000
For All Claims	\$1,000,000
Deductible-Each Claim	\$0

Retroactive Date: N/A
Knowledge Date: June 1, 2016

Additional Benefits

Crisis Event Expenses Limit: \$10,000 for each crisis event/\$30,000 for all crisis event
Disciplinary or Regulatory Proceeding Limits: \$25,000 for each disciplinary or regulatory proceeding/\$50,000 for all disciplinary or regulatory proceedings

THIS SCHEDULE SERVES ONLY AS A REFERENCE FOR YOUR CONVENIENCE.
THE ACTUAL TERMS AND CONDITIONS OF YOUR POLICY WILL PREVAIL IN THE
EVENT OF ANY DISCREPANCIES.

**WESTFIELD****INSURANCE**

Sharing Knowledge. Building Trust.®

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**RENEWAL
BUSINESS AUTO COVERAGE DECLARATIONS
(Continued)**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
- ITEM ONE-NAMED INSURED & MAILING ADDRESS		AGENCY	34-01223	PROD.	000
JOSEPH N. SCHALLER PE, LLC 1186 WATERBURY DR MEDINA OH 44256		LUCE SMITH & SCOTT INC 6860 W SNOWVILLE RD STE 110 CLEVELAND OH 44141-3279 TELEPHONE 440-746-1700			
Policy Number: CWP 4 697 804		20	WIC Account Number: 3409220420		A
Policy Period	From To	06/01/18 06/01/19			
at 12:01 A.M. Standard Time at your mailing address shown above.					
HIRED AUTO LIABILITY					
STATE	ESTIMATED ANNUAL COST OF HIRE			PREMIUM	
OH	IF ANY			INCL	
Cost Of Hire Means The Total Amount You Incur For The Hire Of Autos You Do Not Own (Not Including Autos You Borrow Or Rent From Your Partners Or Employees Or Their Family Members). Cost Of Hire Does Not Include Charges For Services Performed By Motor Carriers Of Property Or Passengers.					
NON-OWNERSHIP LIABILITY					
STATE	RATING BASIS-NUMBER OF EMPLOYEES	ESTIMATED NUMBER OF EMPLOYEES		PREMIUM	
OH		1		\$108	

**WESTFIELD****INSURANCE**

Sharing Knowledge. Building Trust.®

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**RENEWAL
BUSINESS AUTO COVERAGE DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
ITEM ONE-NAMED INSURED & MAILING ADDRESS		AGENCY	34-01223	PROD. 000
JOSEPH N. SCHALLER PE, LLC 1186 WATERBURY DR MEDINA OH 44256		LUCE SMITH & SCOTT INC 6860 W SNOWVILLE RD STE 110 CLEVELAND OH 44141-3279 TELEPHONE 440-746-1700		
Policy Number: CWP 4 697 804		20	WIC Account Number: 3409220420	
Policy Period	From To	06/01/18 06/01/19		
at 12:01 A.M. Standard Time at your mailing address shown above.				
ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS				
Each Of These Coverages Will Apply Only To Those "Autos" Shown As Covered "Autos". "Autos" Are Shown As Covered "Autos" For A Particular Coverage By The Entry Of One Or More Of The Symbols From The Covered Auto Section of The Business Auto Coverage Form Next To The Name Of The Coverage.				
COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		PREMIUM
Liability	08,09	Bodily Injury and Property Damage \$1,000,000 Each Accident		\$108
Total Advance Annual Premium				\$108
Audit Period: Annually				
Forms And Endorsements Attached To This Coverage Form: CADS03 1013 , IL0021 0908 , CA2394 1013 , CA7080 1013 , CA0001 1013 .				

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WESTFIELD

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**RENEWAL
GENERAL LIABILITY DECLARATIONS
(Continued)**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	34-01223	PROD. 000
JOSEPH N. SCHALLER PE, LLC 1186 WATERBURY DR MEDINA OH 44256		LUCE SMITH & SCOTT INC 6860 W SNOWVILLE RD STE 110 CLEVELAND OH 44141-3279 TELEPHONE 440-746-1700		
Policy Number: CWP 4 697 804		20	WIC Account Number: 3409220420	

Policy Period From **06/01/18** To **06/01/19** at **12:01 A.M.** Standard Time at your mailing address shown above.

Location Of All Premises Owned By, Rented To Or Controlled By The Named Insured Are The Same As The Mailing Address Of The Policy Declarations Unless Otherwise Indicated.

GENERAL LIABILITY SCHEDULE

PREMIUM BASIS LEGEND -

S = GROSS SALES PER \$1,000
P = PAYROLL PER \$1,000
O = OTHERS PER \$1,000

A = AREA PER 1,000 SQ. FT.
C = TOTAL COST PER \$1,000
M = ADMISSIONS PER 1,000

U = UNITS PER UNIT
T = SEE CLASSIFICATION NOTES

RATE LEGEND -

PREM/OP = PREMISES AND OPERATIONS
PROD = PRODUCTS AND COMPLETED OPERATIONS
CHPCBN = COMPOSITE PREMISES/PRODUCTS COMPLETED OPERATIONS

MP = MINIMUM PREMIUM

CLASSIFICATION	CODE	PREMIUM BASIS	RATE	PREMIUM
OHIO				
1186 WATERBURY DR MEDINA OH 44256 ENGINEERS/ARCHITECTS - CONSULT ING - NOT ENGAGED IN ACTUAL CO	92663	P 60,000	PREM/OP 2.309	\$139
PREM/OP MP				\$287

ADDITIONAL COVERAGES AND ENDORSEMENTS -

COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT \$100

TOTAL

TOTAL PREMIUM - PREMISES AND OPERATIONS \$287

TOTAL PREMIUM - ADDITIONAL COVERAGES AND ENDORSEMENTS \$100

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM \$387



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RENEWAL
GENERAL LIABILITY DECLARATIONS

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	34-01223	PROD.	000
JOSEPH N. SCHALLER PE, LLC 1186 WATERBURY DR MEDINA OH 44256		LUCE SMITH & SCOTT INC 6860 W SNOWVILLE RD STE 110 CLEVELAND OH 44141-3279 TELEPHONE 440-746-1700			
Policy Number: CWP 4 697 804		20	WIC Account Number: 3409220420		A
Policy Period	From 06/01/18 To 06/01/19	at 12:01 A.M. Standard Time at your mailing address shown above.			

LIMITS OF INSURANCE -

General Aggregate Limit (Other Than Products/Completed Operations)	\$4,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit (Per Person Or Organization)	\$2,000,000
Each Occurrence Limit	\$2,000,000
Damage to Premises Rented to You Limit	(Any One Premises) \$500,000
Medical Expense Limit	(Any One Person) \$5,000

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM	\$387.00
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Forms And Endorsements Applicable To This Coverage Part:

CG2243 0413 , CG2167 1204 , CG0001 0413 , IL0021 0908 , CG7000 1298 ,
CG2503 0509 , CG2504A 0509 , CG2147 1207 , CG7017 1298 , CG2106 0514 ,
CG2170 0115 , CG2404A 0509 , CG2426 0413 , CG2003 0413 , CG2005 0413 ,
CG2011 0413 , CG2012 0413 , CG2015 0413 , CG2018 0413 , CG2024 0413 ,
CG2027 0413 , CG2029 0413 , CG2034 0413 , CG7135 1112 .



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**COMMERCIAL PACKAGE POLICY
RENEWAL
COMMON POLICY DECLARATIONS**

13

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	34-01223	PROD.
				000
JOSEPH N. SCHALLER PE, LLC 1186 WATERBURY DR MEDINA OH 44256		LUCE SMITH & SCOTT INC 6860 W SNOWVILLE RD STE 110 CLEVELAND OH 44141-3279 TELEPHONE 440-746-1700		
Policy Number: CWP 4 697 804		20	WIC Account Number: 3409220420	
Policy Period	From To	at 12:01 A.M. Standard Time at your mailing address shown above.		
	06/01/18 06/01/19			
Business: CONSULTANT		Named Insured is: Limited Liab. Co.		
In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.				
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS				
COMMERCIAL GENERAL LIABILITY COVERAGE PART				Included
COMMERCIAL AUTO COVERAGE PART				Included
TERRORISM INSURANCE COVERAGE				Included
Policy Minimum Premium Applies				\$ 500.00
Total Advance Annual Policy Premium				\$ 500.00
<p>The above is a summary of your coverages. For more detail, please refer to the individual coverage parts inside your policy.</p>				
Forms and Endorsements applicable to all coverage parts:				
IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0244 0907 , IL0003 0908 .				
COUNTERSIGNED: <u>6-6-18</u>		BY <u>Ann M. Kessler</u>		
Date		Authorized Representative		